

1 underground coming off below that cutout.

2 Q And that's - and between the GPC conductor
3 bracket and the top of the riser shield, there's a
4 thick cable going up to another item; can you tell me
5 what that is?

6 A The thick cable goes up to what is called
7 a pothead, and then that ties into the bottom of a
8 fuse.

9 Q And then it carries on up. There is
10 another wire carrying from the top of the fuse up to
11 the primary that's on the top of the pole?

12 A That's called a primary riser.

13 Q Okay. Is this -- configuring the pole in
14 this manner, is this something that is done specially
15 for Gulf? Or if there was no communications company
16 bracket there, would you configure it differently,
17 with or without a riser shield?

18 A We would install a riser shield
19 regardless.

20 Q Regardless. And you would install a fuse,
21 regardless, is that right? That has nothing to do
22 with the presence of the communications cable?

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 A That's correct.

2 Q And if you recall before when we were
3 looking at the arresters, you would install a
4 lightning arrester whether or not there was a
5 communications cable on any particular pole; is that
6 right?

7 A That's correct.

8 Q And as far as the ground is concerned, the
9 grounding wire, the rod that runs down the pole, if
10 there was no communications cable on a particular
11 pole, you would ground regardless of that right; it's
12 not dependent on a communications cable?

13 A That's correct.

14 Q Go on to plate C-9.

15 JUDGE SIPPEL: These are all part of Gulf
16 Power Exhibit 12?

17 MR. SEIVER: Yes, Your Honor. I guess I
18 should add that in every now and then for the record.

19 BY MR. SEIVER:

20 Q On plate C-9, this looks to be a little
21 bit more complicated. It's showing primaries at the
22 top, and then the top two wires are parts of the

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS

1323 RHODE ISLAND AVE., N.W.

WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 primary service; is that right?

2 A Yes.

3 Q And then below that it looks like a
4 somewhat wound set of wires. Is that the triplex? Or
5 secondary?

6 A Yes.

7 Q And that has a sag, or a loop, underneath.
8 Is that you said a one-spool rack?

9 A Yes.

10 Q And then there is - are those splices or
11 connectors coming off the triplex that go into the
12 weatherhead on the pole there that's measured about 40
13 inches?

14 A Yes.

15 Q And that's another way of running power
16 down to a switch and to a power supply there on the
17 pole?

18 A Yes, this is the cable company power
19 supply.

20 Q And when the cable companies come to build
21 the poles, or make their attachments, part of the
22 make-ready includes, if they need a power supply, you

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 configure the pole to get them their power; is that
2 right, as well as --

3 A They -

4 JUDGE SIPPEL: Wait just a second. You
5 didn't finish your sentence.

6 MR. SEIVER: I'm sorry. I did mean to
7 finish it. I meant to stop it.

8 Did you understand it?

9 THE WITNESS: I did until you all started
10 talking about it.

11 BY MR. SEIVER:

12 Q Well, I said as part of make-ready, if
13 they're applying to a pole, and they say, and we need
14 a power supply, you charge them to build a power
15 supply as part of it? I mean that is something you
16 have to build; the cable company can't tap into your
17 tripods can they?

18 A I'm going to wait until you stop asking
19 the question now. But the power supply is installed
20 by the cable company. And they run the conduit up,
21 and these are the dimensions. And then the power
22 company installs the connector to the tripods.

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 Q So they actually go above into the power
2 space, above that 40-inch minimum, with the conduit.

3 A Yes, that is sort of like the mask on a
4 house, except it's located on the pole, and we make
5 that electrical connection.

6 Q So the cable company does all that work
7 itself. That's not something you would charge for,
8 because they do it themselves?

9 A That's correct.

10 Q And then you hook it in? And they pay for
11 the electric power under some way for the power
12 supply, don't they, under a flat rate, or another
13 rate?

14 A Yes.

15 Q And as far as the separation between the
16 cable and the telephone, that's not impacted as long
17 as the conduit that carries the power supply is
18 covered all the way up?

19 A Yes.

20 Q If it wasn't in the conduit, we'd have a
21 problem?

22 A It's a nonmetallic conduit.

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 Q And as far as the 40-inch separation
2 between the loop coming out of the conduit, and the
3 top of the cable, that's the same 40 inches we've been
4 talking about. It's the safety zone you try to
5 maintain between the hot wire and the cable; is that
6 right?

7 A Yes.

8 Q And obviously depending on how well or
9 where the conduit ends on the pole, or how tightly the
10 loop is made, you can adjust that dimension to meet 40
11 inches, or if you make a mistake, it's going to be too
12 low. But that's part of make-ready, isn't it, to make
13 sure that those dimensions are right?

14 A To maintain at least 40 inches, yes.

15 Q And if we go back to the beginning of
16 Exhibit 4, which was the CATV permitting procedure,
17 and we were talking about the different forms, they
18 were example one, which is Exhibit B on page 4, of the
19 application and permit for pole attachment, and then
20 Exhibit D was for the after-the-fact service drop
21 attachment.

22 What I want to focus on is how the permits

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 are actually processed at Gulf. And you mentioned
2 that there have been some changes to documents and
3 agreements for both complainants and Gulf Power put in
4 the same CATV permitting procedure.

5 As far as you know, is this what was in
6 place up until the time you left in 2003?

7 A I don't know exactly when the type form
8 came into existence, but it's for the most part been
9 the same throughout the years of my employment. As we
10 added things like transformer load management numbers
11 and things like that, it was incorporated. But the
12 process has been virtually the same.

13 Q You didn't change it in '96 when mandatory
14 access came about?

15 A No.

16 Q Now if you look at this, it talks about
17 assigning a permit number. But the next thing, Roman
18 two, it says, prepare "JETS job."

19 And is JETS a Gulf Power cost estimating
20 program for make-ready?

21 A It's a distribution estimating system that
22 is utilized in the make-ready process.

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 Q Can you just tell us what JETS stands for?

2 A I believe it's Job Estimating System, but
3 I wouldn't say that that is exactly it.

4 Q Now Mr. Dunn, I know you have had various
5 positions, and I didn't go through your history. Have
6 you ever been out in the field doing make-ready
7 yourself?

8 A Yes.

9 Q But in your later years you were a
10 manager, you were inside, you didn't do the make-ready
11 any more, but obviously other people did.

12 A Yes.

13 Q And in your experience were you ever
14 responsible yourself for following the permitting
15 procedure and processing any permanent applications
16 for cable operators?

17 A Yes.

18 Q And then in later years you were reviewing
19 permits that were being acted on by others under your
20 supervision?

21 A It's according to when you're talking
22 about. Over almost 35 years. But I went through each

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 stage that you described.

2 Q So when the JETS job is done, somebody
3 within Gulf, a Gulf engineer, would decide - I'm
4 reading from Roman three - if the attachment location
5 described on the permit has appropriate clearances and
6 poles are of sufficient strength - not rotten - to
7 support CATV.

8 Now when it says, "will decide if the
9 intended location has appropriate clearances." Does
10 that mean currently has appropriate clearances or
11 after the attachment will have appropriate clearances
12 or both?

13 A It means if an attachment can be made, if
14 there is room to make an attachment, there will be
15 appropriate clearances.

16 Q Well, for example, if you go to a pole
17 that the cable operator wants to get on, and there are
18 clearances on the pole for a new attachment, but the
19 guy anchor that, for example, the telephone company
20 put in is closer than four feet to Gulf Power's down
21 guy anchor, would that be subject to make-ready, or
22 refusal of a permit or something? So that would have

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 to be corrected before a permit could be granted?

2 A If it does not meet our specs then it
3 ought to be corrected. If adding the attachment to
4 the pole does not - well, any National Electric Safety
5 Code violation should be fixed before any further work
6 is done.

7 But if you can make an attachment we might
8 notify Bell, the ILEC, to make an adjustment. We
9 would not necessarily hold up your permit unless there
10 was a National Electric Safety Code violation.

11 Q So in that situation there might not be
12 anchor clearances, but the permit would be granted; it
13 will go on the pole; and hopefully at some point the
14 anchor clearances will be taken care of?

15 A That's correct.

16 Q And as far as the engineer making a
17 comment that no work is required, I see that as NWR,
18 he'll fill out the form and the cable operator can go
19 out and do his attachment; is that right?

20 A Right, he'll notify the cable operator.

21 Q And if make-ready needs to be done, you
22 use the JETS system to make some sort of an estimate,

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 whatever the cost might be, based on that computer
2 model to generate a number which then gets put back
3 into the permit?

4 A Yes.

5 Q And as soon as the cable operator agrees
6 to pay it, or pays it, then Gulf Power will do the
7 make-ready?

8 A Correct.

9 Q Now if there is make-ready that needs to
10 be done because of another attacher, not a Gulf Power
11 attacher but let's say the ILEC, maybe not the anchor,
12 but if for example they've got too much sag in their
13 line, and that will cause a problem with road
14 clearance, will you say, "Well, wait a minute, Bell
15 has got to tighten their sag before you get on the
16 pole?" Or is that another one of those issues where,
17 well, cable operator's attachment is not really going
18 to impact it, but we'll let them go on, but we'll make
19 sure we get Bill to tighten up the sag?

20 A I think the decision point is, does it
21 violate the National Electric Safety Code. And if it
22 does then we've got to get that fixed.

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 Does it create a safety hazard? We've got
2 to get that fixed.

3 If it can be made without those other two
4 things occurring, then we process.

5 Q And some of the things that would be done
6 in a make-ready would include things like tightening
7 sags; is that one that might be something that would
8 be done in a make-ready?

9 A Could be.

10 Q How about tightening the drip loop or
11 making it a little higher on the pole?

12 A Could be.

13 Q How about moving another attacher up or
14 down to make some clearance. Would that be considered
15 a part of make-ready?

16 A We would notify the other attacher.

17 Q And as far as your own space is concerned,
18 would you move a transformer up or a spool rack up?
19 If that makes space, is that one of the make-readys?

20 A If that was the least possible, that could
21 be done, yes.

22 Q And once all that's been exhausted, that's

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 when you look at putting in a new pole?

2 A That's correct.

3 Q And if a new pole, you look at it, and
4 that's the only way it can be done is with a new pole,
5 then in the permit process that'll get filled out, and
6 the new pole, the cost of the new pole, whatever the
7 cost, it'll be put in, that'll be part of the make-
8 ready work. Is that right?

9 A Historically that's what's been done.

10 JUDGE SIPPEL: Am I to assume from that as
11 part of the make-ready that the pole would be paid for
12 by the cable company?

13 THE WITNESS: The initial change-out of the
14 pole would be paid for by the cable company, because
15 we had a pole in place that was adequate to start with
16 except they wanted to attach. Future change-outs,
17 after storms, vehicles, road widenings - we're in an
18 area that is growing and expanding. There is a lot of
19 that. For future change-outs, the power company bears
20 the cost.

21 BY MR. SEIVER:

22 Q Okay. And when there is a change out, the

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 poles come in five-foot increments; is that right?

2 A That's correct.

3 Q So there's a 40 foot and you have to put
4 a 45 foot in. How much extra space is available that
5 can be used by a developer or attacher, do you know?

6 A It's pole specific.

7 Q Well, okay. Good answer.

8 And a 45-foot pole, for example, would
9 require another six inches below grade; is that right,
10 than the amount for a 40-foot pole?

11 A Yes.

12 Q So you'd have at least 4-1/2 feet
13 somewhere, depending on what the condition of the pole
14 was before, is that right?

15 A That's correct.

16 Q Does that automatically get allocated to
17 Gulf Power's use, or would that be available to any
18 attacher?

19 A I don't know that I can answer that
20 question, because it's pole specific.

21 Q And if we have a pole for example where
22 there is a change out from a 40 to a 45, and it was

1 necessary to gain an additional foot for that
2 particular attachment; that's all you needed was one
3 foot, but the poles come in five-foot increments. So
4 one of the 4-1/2 feet would be used; going up the
5 pole, there would be another 3-1/2 feet. Is that
6 available for attachers if, say, another company came
7 along? Or is that something that would be used by
8 Gulf?

9 A It would be available for another
10 attacher.

11 Q So in the situation where a cable company
12 for example pays for a change out, and if I understand
13 what you say, the initial one put that in, if more
14 space exists, then the next person to attach would be
15 able to attach perhaps without any make-ready at all
16 because space would exist on the pole; is that right?

17 A That is correct, unless these things were
18 processing at the same time, and it's also correct
19 that the present cable attacher may have benefitted
20 from the same situation.

21 Q Now let's say you have a situation where
22 you've just got primaries on a pole, and you've got

1 telephone and cable on a pole, and everybody is
2 coexisting. But you want to do service, and you have
3 to put a transformer on the pole.

4 If you put the transformer on the pole,
5 all of a sudden the clearances get to be a problem.
6 Does Gulf Power pay for the change-out and make-ready,
7 or does the cable operator, telephone company, or some
8 combination of all of them pay for that change out?

9 A It's according to the pole again. And
10 whether or not you can make this addition, let's say
11 it's a joint-use pole with Bell South, and are you in
12 your space or not - there is a lot of variance.

13 Q But it could be any one of those
14 situations where Gulf pays it, cable pays it, cable
15 and telephone pays it, or all three share cost?

16 A If the cable - let me try to answer it
17 this way. If the cable and the telephone were in the
18 space that had been agreed upon, and we needed the
19 space, we would pay for it.

20 Q If they're not in the space that was
21 agreed upon, then they pay for it?

22 A Or rearrange or at least cross-method to

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 get everybody back into compliance.

2 Q And then when they were in the space so
3 Gulf Power ends up paying for the larger pole, then it
4 sets the new pole, and that goes into the system just
5 like a pole that's paid off by somebody else. It just
6 sits there, and the expenses of maintaining it are
7 borne in whatever operating accounts or expense
8 accounts you maintain?

9 A That's right.

10 Q I want to ask you about the ILECs. I want
11 to switch to that if I could.

12 I think you testified a little bit about
13 that earlier, and then in your testimony here. But
14 you are familiar with the Bell South and the - I guess
15 there are three major ILECs in Gulf Power's service
16 territory; is that right?

17 A That's correct.

18 Q And that's Bell South, Sprint and GTC?

19 A That's correct.

20 Q And you've talked about the rates and the
21 agreements for those particular entities; is that
22 right?

1 A Yes.

2 Q Were you the one who negotiated those
3 agreements with those three ILECs when you were at
4 Gulf Power?

5 A I have. And I qualify because as manager
6 of distribution from '76 to '81, I negotiated
7 agreements. And then as manager of product services
8 from '93 to 2003, I negotiated agreements.

9 And I did have assistance from other
10 people when I was negotiating agreements. But I was
11 the head negotiator.

12 Q Now on page 22 of your testimony, that's
13 I guess - maybe it does start on 21 - where you talk
14 about attachments on a 40-foot pole. But actually you
15 talk about a typical joint use pole there, do you see
16 that at the top of page 22? Of your testimony?

17 A At the bottom of page 21 it says a typical
18 joint use pole -

19 Q And then going on to page 22. I was just
20 trying to put it into context.

21 A All right.

22 Q You talk about the space allocations on a

1 typical joint use pole, and you put that in quotes, or
2 Mr. Campbell did. What is a typical joint use pole?

3 A It's a 40 class 5 wood pole.

4 Q And that - you set anything on a going
5 forward basis for new construction, you set anything
6 shorter than a 40-foot poles up through the time you
7 were there, 2003?

8 A Yes, we set smaller poles. The
9 terminology here is that it is the pole that ILECs and
10 Gulf over the years, many years, have said that that
11 was the standard joint-use pole, and that has meaning
12 in the contract, in regard to who pays for what.

13 Q You were trying to standardize the poles
14 that both Gulf would set and Bell would use, as well
15 as the poles that Bell sets that Gulf would use; is
16 that right?

17 A That is part of it. And the use of the
18 word "typical" here instead of maybe "standard,"
19 because it says "standard" in the contract, in 1999,
20 the average supply of poles installed was 39.9, it was
21 almost dead-on 40 feet.

22 Q And as far as the poles are concerned,

1 they're specified now in the agreements to be at least
2 a 40-foot pole class 3; is that right?

3 A It doesn't prohibit the use of lesser -
4 less high poles, but it triggers who pays for what and
5 spacing requirements.

6 There is a 35 that has a different spacing
7 requirement. There is also a 30 that we historically
8 set that we can't set - we don't set any more because
9 of the number of attachers.

10 MR. CAMPBELL: Your Honor, if I might
11 interject just for clarification. I think he said a
12 class three in the question, and the previous question
13 established it was a class five. I don't think you
14 intended to do that.

15 MR. SEIVER: Oh, I'm sorry.

16 MR. CAMPBELL: And I just wanted to clarify
17 that for the record.

18 JUDGE SIPPEL: Thank you.

19 MR. SEIVER: Your Honor, is it all right if
20 I sit down?

21 JUDGE SIPPEL: If you care to.

22 MR. SEIVER: Thank you.

1 BY MR. SEIVER:

2 Q Mr. Dunn, in the joint use agreements, and
3 I'm going to ask you to look at those now in the
4 exhibit book that you have, I believe Exhibit 32 is
5 the Bell South agreement, it's Gulf's Exhibit 32.

6 Now I'm going to ask you first of all if
7 you recognize that agreement, that being the agreement
8 that you recall negotiating?

9 A Yes.

10 Q With Bell South? And as far as, if I ask
11 you something and you think you need to look in that,
12 we've talked about this agreement before; do you
13 recall?

14 A Yes.

15 Q You were talking about make-ready. There
16 is an opportunity for either party, when they're
17 getting ready to set a pole, to choose the size of
18 poles that then the other party has a right to say, I
19 need a bigger pole, or do something differently, and
20 there's 10-days notice and then that controls as far
21 as what the size of the pole that's set?

22 A I think it is 10 days' notice.

1 Q And in this particular agreement with Bell
2 South, as opposed to the others, if after a pole is
3 set one of the parties needs a taller pole, the party
4 requesting the taller pole actually doesn't pay full
5 make-ready, they pay something that is the difference
6 between the cost of the new pole and the appreciated
7 cost of the pole that's being replaced; is that right?

8 A That's correct.

9 Q So it'd be considerably less than the
10 amount of money that, for example, a cable operator
11 would be asked to pay for a change out?

12 A It would be, because of the incorporation
13 of parity into the entire agreement.

14 Q And parity is set up to be - tell me if
15 I've got this right; I want to make sure I understand
16 it - but as long as you maintain - Gulf maintains
17 ownership of a certain number of poles, and Bell owns
18 a certain number of poles, you attach to each other's
19 poles. As long as you're within the numbers that you
20 determine to be parity, on an ongoing basis, no money
21 changes hands; is that right?

22 A That's correct.

1 Q And the parity ratio that has been chosen
2 for Bell South, it's not 50-50, if Bell South's on
3 50,000 of your poles, and you are on 50,000 of their
4 poles, actually you'll end up paying Bell South some
5 money, is that right?

6 A That is correct.

7 Q So as it stands, and if you look at page
8 13 of your Exhibit 32, on page 12 I'll ask you about -
9 just to confirm, those are the - do you have page 12,
10 Mr. Dunn?

11 A Yes.

12 Q Those are the adjustment rates that
13 actually are the rates that are paid when the parity -
14 when the ownership moves out of parity; is that
15 right?

16 A That is correct.

17 Q And for example, for 2002, on page 13,
18 it's showing there in paragraph B that Gulf Power owns
19 85,152; Bell South owns 60,299. So that there is a
20 total of 145,451 poles; is that right?

21 A Correct.

22 Q Now what this means is that Bell South's

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 actually on all 145,000 of them, as is Gulf Power on
2 all 145,000; is that right?

3 A That's correct.

4 Q But it's not a splitsy where you'd have
5 72,000 owned each; you only are requiring Bell South
6 to own - it appears to be what, 65,453?

7 A That's correct.

8 Q And in reality, in the 2001 survey, if you
9 look up above, they own only 59,853; is that right?
10 Or do you look instead at the 60,299 to determine what
11 the differential is?

12 A Would you ask me again?

13 Q I think I confused it.

14 Because 45 percent would be 65,000, and
15 they owned, at least in 2002 it's showing 60,299, Bell
16 South will pay on the difference between the two what
17 it actually owns, and what it should have owned if it
18 was at 45 percent; is that right?

19 A The 2002 number in line 559 is an
20 extrapolation from the number above, the 59,853. It's
21 an estimate of what they will have for 45 percent,
22 that would be 65,000, so they pay on a billing volume

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 of 5,154.

2 Q So for being on the Gulf tower poles, and
3 I think we established they're on 145,451 poles, they
4 would pay 5154 times - and then I'd look back at the
5 2002 rate - and I'd multiply that by 66; is that
6 right?

7 A That is the adjustment that they pay.
8 They also pay the cost associated with the 45 - I mean
9 with the actual number of poles that they own.

10 Q The 60,000 that they own?

11 A Yes.

12 Q So but above the 60,000 that they own, if
13 you look at Gulf Power and Bell South being even at
14 60,000, they're actually on another 25,000 of Gulf
15 Power poles; is that right? Because they're on 85,000
16 altogether.

17 A They were on 85,000 Gulf poles in 2001 and
18 2002.

19 Q So all in all, the \$340,000, if you just
20 say, well, the cost of owning the 60,000 for Bell
21 South is the same as the cost of Gulf Power owning
22 60,000, they actually get onto 25,000 poles for the

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com